

AWARD DATA

Orders May Be Placed Through 7/31/2004

Wildlife Tree Creation, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA and USDA, Willamette and Siuslaw National Forest

BLM Contract No.:

HAC024E00

Contractor:

Second Growth, Inc., 1134 W. 2nd Ave., PO Box 11080, Eugene, OR 97440

BLM contact:

Madeline C. Small, Contracting Officer 503-808-6222

Contractor contact:

Stephen Cooper, Phone: 541-485-3250, FAX: 541-345-5624

For Technical Proposal or Section J: Classification and Wages of Government Employees, Wage Determination or unincorporated Exhibits. Contact: Lorrie Gleghorn at 503-808-6230.

All Amendments and modifications have been incorporated into text.

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-291, Contracting Officers from the USDA, Forest Service on the Willamette and Siuslaw National Forest are hereby authorized to issue task orders against this contract. Enter a unit price for each subitem, then multiply the unit price by the estimated quantity to obtain the total amount. Quantities listed below are a standard portion of the estimated quantities, for evaluation purposes only.

<u>Item No.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Wildlife Tree Creation - Eugene District				
A	Snag Creation - topping with chainsaw, 3 height ranges (60-65', 70-75', 80-85') in riparian reserve areas, including nesting structure survey (red tree vole)	395	Tree	\$ <u>28.00</u>	\$ <u>11,060.00</u>
B	Snag Creation - by girdling, 3 height ranges (60-65', 70-75', 80-85'). Including nesting structure survey (red tree vole). Remove all live branches below girdle.	200	Tree	\$ <u>19.54</u>	\$ <u>3,908.00</u>
C	Snag Creation - by girdling, 3 height ranges (60-65', 70-75', 80-85'). Including nesting structure survey (red tree vole). Retain most live branches below girdle.	200	Tree	\$ <u>18.58</u>	\$ <u>3,716.00</u>
D	Creation of bat flanges on chainsaw topped trees at 3 height ranges (30-35', 40-50', 50-60') in Subitem 1A	112	Tree	\$ <u>6.00</u>	\$ <u>672.00</u>
E	Trees climbed, but not treated due to nest occurrences (for Subitem 1A only)	20	Tree	\$ <u>13.00</u>	\$ <u>260.00</u>
SUB-TOTAL - ITEM 1					\$ <u>19,616.00</u>

ESTIMATED START WORK DATE: September 15, 2002

PERFORMANCE TIME: Task Orders will be issued based on an average of 13 trees being treated per day.

SECTION B - SCHEDULE OF ITEMS (continued)

<u>Item No.</u>	<u>Description</u>	<u>Est Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
2	Wildlife Tree Creation - Salem District				
A	Snag Creation - by top girdling at 6" DBH or 20' from top	349	Tree	\$ <u>19.54</u>	\$ <u>6,819.46</u>
B	Snag Creation - by base girdling at DBH	535	Tree	\$ <u>14.90</u>	\$ <u>7,491.50</u>
C	Snag Creation - topping with chainsaw at 6" DBH or 20' from top	349	Tree	\$ <u>30.00</u>	\$ <u>10,470.00</u>
D	Creation of bat flanges on chainsaw topped trees at 2 heights (40' 60') in Subitem 2C	16	Tree	\$ <u>6.00</u>	\$ <u>96.00</u>
E	Trees felled	214	Tree	\$ <u>35.00</u>	\$ <u>7,490.00</u>
F	Snag Creation – by girdling 1' below The first live short or a minimum of 60' from ground	135	Tree	\$ <u>20.00</u>	\$ <u>2,700.00</u>
		SUB-TOTAL - ITEM 2			\$ <u>35,546.96</u>
		TOTAL OFFER - ITEMS 1 - 2 (ALL OR NONE)			\$ <u>55,162.96</u>

ESTIMATED START WORK DATE: July 29, 2002

PERFORMANCE TIME: Task Orders will be issued based on an average of 13 trees being treated per day.

THIS SOLICITATION IS SET ASIDE FOR SMALL BUSINESS CONCERNS

EVALUATION FOR AWARD

Award will be made on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror and Section M, Evaluation and Award Factors.

SECTION B - SCHEDULE OF ITEMS (continued)

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

JOBS-IN-THE-WOODS COMPETITION LIMITATION

Pursuant to Public Law 107-63, which waives full and open competition for Jobs-in-the-Woods projects, only offers received from offerors located in the following counties will be considered for award.

Washington: Okanogan, Douglas, Chelan, Kittitas, Yakima, Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, Pacific, Lewis, Pierce, Thurston, Grays Harbor, Mason, Jefferson, Clallam, Kitsap, Island, San Juan, King, Snohomish, Skagit, and Whatcom;

Oregon: Wasco, Jefferson, Deschutes, Lake, Klamath, Jackson, Josephine, Curry, Coos, Douglas, Lane, Linn, Benton, Lincoln, Marion, Yamhill, Polk, Clackamas, Multnomah, Hood River, Tillamook, Washington, Columbia, and Clatsop;

California: Siskiyou, Shasta, Tehama, Glenn, Lake, Trinity, Humboldt, Del Norte, and Mendocino.

ISSUANCE OF TASK ORDERS

All work will be ordered by task order through July 31, 2004. Task Orders may be issued by a Contracting Officer (CO) from the Oregon/Washington BLM Office in Portland, BLM offices in Eugene and Salem, the Willamette National Forest in Eugene, and the Siuslaw National Forest in Corvallis. Concurrent task orders may also be issued. Task orders issued for any of the Administrative Offices shall be completed before additional task orders may be started for the same Administrative Office, unless authorized by the CO.

A Sample task order (Section J, Exhibit 1) is provided as an illustration only. Task Orders may also be issued in other formats, e.g., purchase orders.

MINIMUM/MAXIMUM

The minimum quantity of services to be ordered under this contract will be no less than \$20,000. The total value of the contract will not exceed \$200,000.

LIABILITY INSURANCE REQUIRED, SEE SECTION I.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 ORDER LIMITATIONS, AND CLAUSE 52.216-22 INDEFINITE QUANTITY.

SECTION C - SPECIFICATIONS - WILDLIFE TREE CREATION

C.1.0 GENERAL

While this requirement will result in an Oregon/Washington (OR/WA) BLM State Office contract, the services shall be provided for the BLM Eugene and Salem District and the Willamette and Siuslaw National Forests (multi-agency).

- C.1.1 Description of Work - The purpose of this project is for wildlife habitat tree creation by creating live and dead snags from standing trees to establish a structure suitable for use by cavity nesting wildlife and to fall trees for coarse woody debris. Trees are to be girdled or chainsaw topped. On Item 1, prior to treating a standing tree, surveys for nesting structures (red tree vole) may be required. Bat flange structures shall be created with chainsaw on some snags.
- C.1.2 Location of Project Areas - Operations shall be confined to lands within the boundaries of the BLM Eugene District (Section J, Exhibit 2), the BLM Salem District (Section J, Exhibit 3), the Willamette National Forest (Section J, Exhibit 4) and the Siuslaw National Forest (Section J, Exhibit 5). Most project area boundaries may not be physically identified on the ground. Maps and photocopies of aerial photos of project areas will be provided by the Government. Project area maps for known sites prior to award will be available upon request by the Contractor.
- C.1.3 Unit Priority - The sequence of work will be determined by the Contracting Officer's Representative (COR) at the Pre-work conference and may be subject to change. Certain project areas may be designated by the Government as higher priority units. The Contractor shall notify the COR immediately if unable to complete a task order.
- C.1.4 Access to Project Areas - For this contract, standard access is defined as (1) passable with a 2-wheel drive vehicle although a 4-wheel drive may sometimes be required, or (2) foot travel to the project area boundary is less than ¼ mile. The cost of standard access is to be included in the unit bid price.

If standard access to a project area is inaccessible due to snow, fallen trees, slide, or washout, and foot travel is ¼ mile or more to reach the project area boundary, the additional payment shall be subject to negotiation between the Contractor and the Government.

Spur roads shown on project maps may not be accessible by vehicle. The Government assumes no obligation to do special maintenance to keep roads open.

Contractor shall secure keys required for access through locked gates from the appropriate Administrative Office.

- C.1.5 Camping - The Contractor shall obtain written authorization from the appropriate Administrative Office prior to camping on BLM or Forest Service administered lands.
- C.1.6 Operating Permits - BLM only: State law requires a permit to operate power-driven machinery. The Contractor shall obtain a permit from the Oregon State Department of Forestry prior to the operation of power driven machinery.
- C.1.7 Landscape Preservation - The Contractor shall minimize the effect of contract operations upon the landscape. The Contractor shall not remove, deface, injure, or destroy neighboring trees. Item 2 ONLY: No green branches shall be removed or damaged in treated trees.
- C.1.8 Fire Precautions - See Section J.
- C.2.0 DEFINITIONS

Administrative Office - The Administrative Offices that may have personnel involved in the issuance of keys and the inspection and acceptance of project work include the BLM Eugene and Salem District Office and the Willamette and Siuslaw National Forest offices.

Co-dominate - Trees whose height and diameter is equal to the tallest, healthy trees in the project area. Generally, the tallest trees in the stand that form the canopy.

DBH - Diameter of the tree at breast height, measured at a point 4-1/2' above ground level from the uphill side of the tree.

Riparian Reserve Areas - Buffers of varying width along stream courses.

Safety Guard - An individual who is experienced and equipped with communication systems and remains on the active project area for the purpose of providing the climber help and summoning assistance should it be needed. The safety guard shall also maintain watch over certain situations as required.

Seasonal Restrictions for Threatened & Endangered (T&E) species - March 15 - July 15 - Period of time that restrictions are placed on mechanical operations. Specific project areas impacted will be identified on task orders.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

- C.3.1 The Contractor shall provide all supervision, labor, transportation, tools, materials and equipment required for the safe and timely completion of the project except as specifically noted under C.4.0, Government-Furnished Property.

- C.3.2 The Contractor shall be liable for any loss, damage or destruction of persons, property, or equipment, resulting from the performance of this contract, except for loss, damage or destruction resulting from negligence or wrongful acts of Government employees while acting within the scope of their employment.
- C.3.3 Communication Equipment - Communication devices, including mobile phones shall be required for safety purposes when any contract work is being performed. No citizen band (CB) radios will be acceptable. Mobile phones or established radio nets may be necessary to call for help in case of an emergency.
- C.3.4 Measuring Devices - ITEM 1 - An accurate measuring tool such as a logging or diameter tape shall be used by the Contractor to measure diameters of treated trees. The Contractor shall measure treatment heights with a clinometer, relaskop, or marked rope. Measuring device such as a compass shall be used by the Contractor for meeting the azimuth requirements of the bat flanges.
- C.3.5 Paint and Tag Labeling - ITEM 1 - Fluorescent orange tree marking paint shall be provided for marking the trees. Contractor shall use a permanent black marker for marking Government-furnished metal tags.
- C.3.6 Flagging - ITEM 1 - The flagging for marking trees at the height of treatment, reference trees and potential routes into units, shall be fluorescent pink unless otherwise designated at the prework meeting.
- C.3.7 Crew Requirements
- C.3.7.1 The Contractor shall maintain an adequate work force at all times to ensure timely completion of the work. At the Pre-work conference, and as required throughout the contract, the Contractor shall provide a written work schedule outlining proposed work accomplishment rates and work schedules, and identify work units and dates when work shall be performed, which must be acceptable to the Government. The Contractor shall provide weekly progress reports either verbally or in writing.
- C.3.7.2 For each task order issued under this contract, the Contractor shall have crew size requirements that are sufficient for timely completion. It shall be the Contractor's responsibility to provide multiple crews as necessary. The Contractor shall keep the Project Inspector (PI) informed of crew location.
- C.3.8 Safety Requirements
- C.3.8.1 The Contractor shall be in compliance with the Oregon Administrative Rules, Chapter 437, Division 6, paragraphs 0023 and 0160(4), (OR OSHA). All State safety laws (OSHA) and safe climbing practices shall be followed.

C.3.8.2 Contractor's Site Safety Plan shall comply with or exceed OSHA standards. It shall describe safety procedures for crew safety involved with all contract operations. Included shall be location of operations, name of individuals to call in case of an emergency, phone number of nearest fire department and travel route(s) to project location, nearest hospital, fire rescue and ambulance (EMS). Available emergency communications shall be described. This Plan shall be reviewed by all crew members and be available to all crews at all sites during work periods as well as available to the Government for inspection at any time. If a gate key is needed, this document shall also include where it can be obtained. These documents must be easily accessible at the work site (such as on the vehicle dashboard).

C.3.8.3 Each individual climber operating in the performance of this contract shall have the final decision as to whether or not any tree is safe to climb or not to climb.

C.3.9 Key Personnel

C.3.9.1 Key personnel are those personnel (crew supervisor and field survey crew members) considered essential to successful contract performance. All key personnel shall be identified in Contractor's Technical Proposal, as required in Sections L and M.

C.3.9.2 Key personnel assigned to this contract shall not be removed or replaced without prior notice to and approval of the Government. Ultimate approval/disapproval of replacement key personnel is the responsibility of the CO.

C.3.9.3 The Contractor shall immediately notify the CO when key personnel are unavailable for work under this contract for a continuous period exceeding 10 work days. If requested by the Government, the Contractor shall immediately replace such personnel with personnel of equal qualifications acceptable to the CO. If the Contractor fails to maintain the adequately qualified workforce to timely complete the project work, the Contractor may be subject to default action under the affected TO(s) of the contract.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.4.1 The Government will provide the following item(s) of Government property for each task order:

Items 1 and 2:

- a. Project area maps
- b. Photocopies of aerial photographs
- c. Blank project maps for recording tree locations
- d. Nails
- e. Gate keys

Item 1:

- a. Blank metal tags
- b. Plastic Wildlife Tree tags
- c. Tree register forms

Item 2:

- a. Numbered metal tags
- b. Flagging for treated trees

C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work required under this contract. Government-furnished items will be available from the Government at the appropriate Administrative Office.

C.5.0 SPECIFIC TASKS

C.5.1 General Tree Selection Criteria for Snag Creation

C.5.1.1 Trees to be treated shall be selected by the Contractor, unless otherwise designated by the Government, according to the following guidelines:

- a. Only Douglas-fir shall be selected unless otherwise specified on task orders.
- b. Trees with nest structures shall not be selected or treated.
- c. Trees on ridge tops that are susceptible to wind throw shall not be girdled.
- d. Trees with existing broken tops (live or dead), multiple-tops, spike tops, or mistletoe platforms shall not be selected for treatment.
- e. Trees with defects, fire-scars, or mechanical damage shall not be selected for treatment.
- f. Trees shall not be treated that are within the treatment height plus 40' of any open or unblocked roads or trails (minimum of 100'), unless designated by the Government.

C.5.1.2 Cut tops and limbs lodged in the project tree and/or adjoining canopy shall be dislodged or removed by the Contractor before the end of each work day. If incomplete tree topping occurs at dusk or when other unsafe conditions stop work, tops or limbs shall not be left overnight in that condition without a 24-hour watch by a safety guard until remedied.

C.5.1.3 All topped project trees shall have their tops entirely on the ground to be considered complete. No tops shall be left leaning against the bole of the tree from which it came. A top shall not be left sticking into the ground.

C.5.2 Item 1:

- C.5.2.1 The Contractor shall select and treat, unless otherwise designated by the Government, live trees located in various forest stands of less than 80 years of age.
- C.5.2.2 Distribute the treatment heights in approximately equal proportions in the three height ranges (60-65'; 70-75'; 80-85'). Treat the smaller diameter trees with the shorter height ranges and the larger diameter trees with the taller height ranges. In some locations, trees may not be tall enough for the 80-85' treatment. As a general rule of thumb, do not treat at 80' if only 20' of the tree crown exists above that point. If a project area does not have trees tall enough to implement the tallest treatment height range, the Government shall be notified. Tree DBH will be a minimum of 18" and a maximum of 27". Treatment heights shall be repeated in a series throughout the project areas and an even distribution of available tree sizes shall be treated.
- C.5.2.3 Trees to be treated shall range from 2 - 5 snags per treated acre.
- C.5.2.4 Sixty-five percent (65%) of the trees shall be distributed evenly throughout each project area. Where possible, an aggregate up to 35% of the trees shall be located in clumps (2-10 trees per clump) throughout each project area.
- C.5.2.5 Dead-branches shall be retained to the extent possible, especially near the topping/girdling point, as these will provide perches for birds. Prioritize retention of the larger, stronger dead branches.

C.5.3 Nesting Structure Surveys (Red Tree Vole)

- C.5.3.1 The Contractor shall identify a tree for treatment and survey that tree for nest structures.

Item 1A - If no nest structures are found in the tree, the Contractor shall survey either:

- a. All trees that could be physically damaged by topping the tree a distance around the treatment tree equal to the distance a removed top would fall, or
- b. All trees immediately adjacent to the treatment tree, whichever is greater.

For example, a treatment tree is found to be nest free from the ground and topping would remove 40' from the top of that tree. All trees within 40' of the tree would be surveyed. If no trees are within 40' of the tree, the closest trees directly adjacent to the treatment tree shall be surveyed. If adjacent trees have no nest structures, the treatment tree would be climbed. If a nest is found in the treatment tree when it is climbed, the tree shall not be treated. Do not disturb the nest. Tie fluorescent pink flagging that hangs 4' down below the nest to ensure that the location of the nest is visible from the ground. In addition, flag the nest tree at DBH. Make a note on the

tree register identifying the presence of the nest structure and map its location on the Government-furnished maps (Section J, Exhibit 8 and 12a-b). Contractor shall walk at least a treatment height away from nest trees before considering the next tree to treat.

Items 1B and 1C – If no nest structure is found when surveying the tree from the ground, proceed to treat the tree.

If a nest is found in the treatment tree when it is climbed, the tree shall not be treated. Do not disturb the nest. Tie fluorescent pink flagging that hangs 4' down below the nest to ensure that the location of the nest is visible from the ground. In addition, flag the nest tree at DBH. Make a note on the tree register identifying the presence of the nest structure and map its location on the Government-furnished maps. (Section J, Exhibit 8 and 12a-b). Contractor shall walk at least a treatment height away from nest trees before considering the next tree to treat.

C.5.4 Specifications for Chainsaw Topping - Topping by chainsaw shall be conducted in riparian reserve areas.

- a. Trees shall be cut at a minimum of 60' and a maximum of 85' from the ground, unless otherwise indicated on the task order. The remaining top shall be notched with a V-type notch a minimum of 6" deep on the top of the cut to provide for greater potential of decay (Section J, Exhibit 9 and 9a).
- b. Use chainsaw topping if existing snags are present so the tops can be directionally felled in order not to damage the existing snags. Treat trees as safety permits, within their vicinity to create aggregates of snags. Directionally fell all tops away from regeneration areas. The COR may instruct the Contractor to directionally fell tops away from other specific areas.
- c. When chainsaw topping:
 1. Retain three or less live branches as designated on the task order.
 2. Retain nine or more live branches near topping point as designated on the task order.

C.5.5 Specifications for Girdling

C.5.5.1 Girdling shall be conducted in riparian reserve areas. Treatment shall require top girdling by hand only. No power tools shall be used (Section J, Exhibit 10).

C.5.5.2 The Contractor shall remove the bark and cambium layer in a 12" band between the limb whorls, completely around the main stem of the tree at the specified treatment heights and no higher than within 20' of the top of the tree. Girdling is to be done to a depth that removes the cambium layer, but should not be more than 1/2" into the wood.

a. When girdling:

1. Remove all live branches below point of girdle as designated on the task order for Subitem 1B.
2. Retain most live branches below point of girdle. Remove only live branches to ensure that the girdle is visible from the ground as designated on the task order for Subitem 1C.

C.5.5.3 Two pieces of fluorescent pink surveyors flagging shall be tied on a branch or around the bole directly below the girdle and shall extend a minimum of 4', ensuring that it can be seen from the ground.

C.5.5.4 Trees on which the top is removed shall not be accepted for payment.

C.5.6 Creation of Bat Flanges on Chainsaw Topped Trees

C.5.6.1 Bat flanges shall be created by the Contractor with a chainsaw on the largest diameter trees that are chainsaw topped (Section J, Exhibit 11).

C.5.6.2 Bat flanges shall be created at three different height ranges; 30-40', 40-50', and 50-60'. Distribute flange heights in approximately equal proportions in the three height ranges throughout the project areas.

C.5.6.3 Trees selected for bat flange creation shall be distributed throughout the unit. Flanges shall face south to west 180 degrees to 270 degrees azimuth and be free of obstruction to allow access by bats.

C.5.6.4 The Contractor shall begin with an upward cut, angling slightly 10 degrees from vertical toward the center of the tree, cutting in no more than 20% of the diameter. The chainsaw shall then be pointed into the previous cut and used to bore deeper, and at two additional angles. This shall result in a variety of spaces and microclimates for bats.

C.5.6.5 Two pieces of fluorescent pink flagging shall be tied on a branch, near the bat flange or around the tree bole directly below the bat flange and shall extend a minimum of 4', ensuring that the bat flange can be seen from the ground.

C.5.7 Installation of Wildlife Signs - ITEM 1 - The Contractor shall nail one plastic Wildlife Tree sign to each treated tree. Each sign shall be placed in the horizontal position at DBH using two nails to fasten it securely to the tree. Nails shall not be nailed completely into the tree to allow for continued diameter growth.

C.5.8 Metal Tag Installation - ITEM 1 - Each treated tree shall be tagged with two blank metal tags, one placed at the base of the plastic Wildlife Tree sign and the other on the opposite side of the tree at the base near the ground. Tags shall be marked

systematically with a four digit number, with "02" being the first two numbers to indicate the year of treatment and the number of the tree treated directly below the year. For example, the first tree treated in each unit shall be numbered "02" and directly under this, "01", the second "02" and directly under this, "02" and so on. Both metal tags on the same tree shall be numbered identically. Numbers shall be scratched deeply into the tag and written over with a permanent black marker.

C.5.9 Paint Application - ITEM 1 - Each treated tree shall be marked in orange paint with a ring at DBH and a "W" on both sides of the tree approximately 1' above the ring to designate a wildlife tree.

C.5.10 Labeling of Reference Tree - ITEM 1 - Each treated unit shall be marked by labeling one live reference tree visible from the road side. One metal tag shall be nailed to the tree at DBH that records the project name, project area number, bearing and approximate distance to the treated tree closest to the road, and the treated tree number. Nails shall not be nailed completely into the tree to allow for continued diameter growth. Information recorded on metal tags shall be scratched deeply into the tag and written over with a permanent black marker. Labeled reference trees shall be flagged by tying a double piece of fluorescent pink surveyors flagging around the tree with at least a 2' piece hanging down at point of tie and facing the road. If the reference tree is over 200' from the closest treated tree, flag the route to the tree with pink flagging.

C.5.11 Tree Registers - ITEM 1

- a. The Contractor shall provide tree registers as established at the pre-work. Legible and complete tree register forms shall be completed by the Contractor and accompany project maps when turned in to the PI. (Section J, Exhibit 12a-b, Sample Tree Register)
- b. The following information shall be recorded on the tree register forms. The header of each page shall be completely filled out.

- (1) Project/unit area
- (2) Date treated
- (3) Project location including road number and legals
- (4) Directions to the reference tree
- (5) Treated tree number or nest tree identifier
- (6) Treatment type
- (7) DBH of treated tree to the nearest 0.1"
- (8) Treatment height
- (9) Name of individual treating the tree
- (10) Comments
- (11) Page number

- c. Trees that are treated as part of a clump shall be designated by writing the tree

numbers that are in the clump in the comments column, and by circling those trees in the treatment number column.

- d. Additional comments shall be provided in the comments column that would assist in relocating the trees, such as, tree next to large snag, or tree on ridge-top, etc.
- e. Trees with created bat flanges shall be denoted in the comments column.
- f. Trees that have been climbed and not treated due to the occurrence of nest structures shall be identified with "C1", "C2", and so on. Make a note in the comments column on the presence of the nest structure.
- g. Measurement accuracy of treatment heights shall be within plus or minus 6". Measurement accuracy of treated tree DBH shall be within plus or minus 0.5".

C.5.12 Maps - ITEM 1 - Government furnished project maps will be provided for each task. The location of all treatment trees shall be mapped by the Contractor on project maps with their corresponding number (Section J, Exhibit 8).

- a. Maps shall accurately depict the location of each treated tree, climbed trees, and project area reference trees so that labeled trees may be found on the ground. Mapping accuracy of treated and climbed trees shall be within 100' of their ground location. Clumps of treated trees shall be depicted on the maps by drawing a circle around trees within each clump.
- b. Maps shall be legible. Tree location numbers shall be large enough to read and shall all be oriented in the same direction.
- c. Project maps shall accompany tree registers and be turned in to the PI, as established at the pre-work.

C.5.13 Item 2

C.5.13.1 The Contractor shall select and treat green trees located in various designated stands. Trees selected by the Contractor shall be healthy with no defects, scars or damage from logging operations. Top cutting may be done with chainsaws. All treated trees shall have a numbered metal tag nailed at DBH, on the uphill side to identify it, except Subitem 2E, which shall have a numbered metal tag nailed within 6" of the top of the cut on the felled tree (log).

C.5.13.2 Trees to be treated shall average:

Top girdled	2/acre
Chainsaw topped	2/acre
Felled	2/acre
Base girdled	5/acre

Pole girdled

2/acre

- C.5.13.3 Snag creation by top girdling, pole girdling or chainsaw topping and felled trees shall average 2 trees per acre and snag creation by base girdling shall average 5 trees per acre, scattered uniformly throughout the project area. Concentrations (clumps) of 4 treated trees per acre may be selected. Clumped trees shall not exceed more than 25% of the total trees in an individual project area.
- C.5.13.4 Trees selected for treatment shall be co-dominant and have a live crown ratio equal to or greater than 30%.
- C.5.13.5 Live or dead limbs below the treatment point of top girdling or chainsaw topping shall not be damaged or removed.
- C.5.13.6 Trees treated by top girdling, pole girdling or chainsaw topping shall have a piece of fluorescent flagging tied around the tree at a point approximately 20' above the ground.
- C.5.14 Specifications for Girdling - The Contractor shall remove the bark and cambium layer in a 12" band completely around the main stem of the tree.
- a. For Subitem 2A girdle between the limb whorls at a point in the live crown which is within 20' of the top of the tree or at the level of 6" diameter, whichever is higher in the tree.
 - b. For Subitem 2B girdle at DBH.
 - c. For subitem 2F girdle below but within 1' of the lowest live whorl or a minimum of 60' from the ground.
- C.5.15 Specifications for Chainsaw Topping - Trees that are selected to be chainsaw topped shall have the top removed at a point within 20' from the top of the tree or at the level of 6" diameter, whichever is higher in the tree. The remaining top shall be notched with a V-type notch a minimum of 6" deep on the top of the cut to provide for greater potential of decay (Section J, Exhibit 9a).
- C.5.16 Creation of Bat Flanges on Chainsaw Topped Trees
- C.5.16.1 Bat flanges shall be created by the Contractor with chainsaws on the largest diameter trees that are chainsaw topped under Subitem 2B. (Section J, Exhibit 11)
- C.5.16.2 Bat flanges shall be created at two different height ranges; 40' and 60', as designated on the task order.
- C.5.16.3 Trees selected for bat flange creation shall be a minimum of 300' apart. Flanges shall face south to west 180 degrees to 270 degrees azimuth and be free of obstruction to

allow access by bats.

- C.5.16.4 The Contractor shall begin with an upward cut, angling slightly 10 degrees from vertical toward the center of the tree, cutting in no more than 20% of the diameter. The chainsaw shall then be pointed into the previous cut and used to bore deeper, and at 2 additional angles. This shall result in a variety of spaces and microclimates for bats.
- C.5.16.5 Two pieces of fluorescent flagging shall be tied on a branch, near the bat flange or around the tree bole directly below the bat flange and will extend a minimum of 4', ensuring that the bat flange can be seen from the ground.
- C.5.17 Specifications for Tree Felling - Trees felled shall be co-dominant. The Contractor shall fall trees so that the entire tree falls within the project area boundaries. Any limbs or pieces of felled trees shall be removed from ditches or roads immediately after falling and left on the ground within the unit. Care shall be taken to avoid damaging adjacent trees.
- C.5.18 Maps - Item 2 - Government furnished project maps will be provided for each task order. The location of all treatment trees shall be mapped by the Contractor on project maps with their corresponding number (Section J, Exhibit 8).
- a. Maps shall accurately depict the location of all treated trees. Mapping accuracy of treated trees shall be within 100' of their ground location. Clumps of treated trees shall be depicted on the maps by drawing a circle around trees within each clump.
 - b. Maps shall be legible. Tree location numbers shall be large enough to read and shall all be oriented in the same direction.
 - c. Project maps shall be turned in to the PI, as established at the pre-work.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 INSPECTION

E.1.1 All documentation of completed maps and tree registers shall be submitted to the PI as established at the pre-work meeting. Any submittal not meeting the requirements of the contract specifications will be returned for correction.

E.1.2 At a minimum, the PI will field inspect a randomly selected 10% sample of the treated areas for each TO to determine if contractual requirements were applied to snag creation and other requirements completed as specified in Section C.

E.1.3 The Contractor's operations will be inspected by the PI for compliance of contract specification and safety requirements. The Contractor will be notified prior to these inspections. The Contractor shall provide a safe working environment for the PI.

E.1.4 Subitem 2A, 2C, 2D and 2F - Randomly selected treated trees, up to 4%, will be climbed and inspected for compliance with treatment specifications by the Government.

E.2.0 ACCEPTANCE

E.2.1 If the inspection reveals the need for rework, the COR will notify the Contractor immediately. All rework must be completed prior to proceeding to new areas of work for the same Administrative Office.

E.2.2 The Government will not charge the Contractor for the cost of the first re-inspection on any rework. In the event subsequent rework is required, the Contractor shall be charged for the Government's cost of re-inspection.

E.2.3 All required documentation shall be completed before acceptance of each TO.

E.3.0 PAYMENT

E.3.1 Payment will be made on a tree basis for all treated trees that comply with contract specifications at the unit price as stated in Section B, Schedule of Items.

E.3.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as instructed by the COR. The Contractor shall return all Government-furnished gate keys to the Government before final payment is made

E.4.0 REMEASUREMENT OF PROJECT AREAS

The Contractor, may at any time during the course of the contract, request remeasurement of any project area if the Contractor feels that the unit stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the unit stated in the contract. If remeasurement indicates that the actual unit variance is greater than 5% of that shown in the contract, payment for the unit will be based on the remeasured acreage (less the payment adjustment factor if any). The cost for remeasurement will be paid for by the Government. Acreage is measured on the horizontal plane.

SECTION F - DELIVERY/PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall be required to (a) commence work on the first task order within three (3) calendar days of the effective date on the task order after the Contractor receives the notice to proceed under the contract, (b) commence work on additional task orders within (3) calendar days of the effective date of the task order unless otherwise instructed by the Contracting Officer, (c) prosecute the work diligently, and (d) complete the surveys and documentation no later than the completion date as required on applicable task order.

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details the Contractor's proposed work force and ability to provide for orderly completion of requirements within the contract performance time established for each task order. This work schedule must be acceptable to the Government. The sequence of the project work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

Contractor shall provide samples of a communication plan, site safety plan and emergency plan at the prework. Contractor shall complete each of these plans prior to beginning work on project areas and make available for review.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 01-05)

*** Asterisked clauses are included in full text.**

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(DEC 1998)
52.215-16	Facilities Capital Cost of Money	(OCT 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)	
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)	
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)	
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)	
52.223-6	Drug-Free Workplace	(MAR 2001)	
52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2002)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if guarantees required. See Schedule of Items.)	(SEP 1996)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)	
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)	
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)	
52.229-3	Federal, State, and Local Taxes	(JAN 1991)	
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	(JAN 1991)	
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest	(JUN 1996)	
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(FEB 2002)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
52.233-3	Protest After Award	(AUG 1996)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14*	Suspension of Work	(APR 1984)	

52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance -- Department of the Interior	(JUL 1996)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through July 31, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for single item in excess of \$200,000.

(2) Any order for a combination of items in excess of \$200,000.

(3) A series of orders within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (5) days after issuance, with written notice stating the Contractor's intent not to perform the item called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

52.216-22 INDEFINITE QUANTITY

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2004.

52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of

the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage-Fringe benefits
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[See Section J] [See Section J]

52.228-1 BID GUARANTEE (SEP 1996)
(Applicable if guarantees required. See Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.

(b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS (FEB 1992)
(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.)

(FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic Funds Transfer (EFT) banking information

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other

Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for

payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting

Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
www.arnet.gov/far

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person
\$300,000 each occurrence
\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

SECTION J - LIST OF ATTACHMENTS

Classification and Wages of Government Employees
Wage Determination No. 1977-0079, Rev. 26

Exhibit 1	Sample Task Order
Exhibit 2	BLM Eugene Vicinity Map
Exhibit 3	BLM Salem Vicinity Map
Exhibit 4	Willamette National Forest Vicinity Map
Exhibit 5	Siuslaw National Forest Vicinity Map
Exhibit 6	BLM Fire Provisions
Exhibit 7	Willamette and Siuslaw National Forest Fire Provisions
Exhibit 8	Sample Map
Exhibit 9	Tree Treatment, Illustration for Chainsaw Topping
Exhibit 9a	Tree Illustrations, continued (Side View & Top View of Chainsaw Topped Tree)
Exhibit 10	Tree Illustrations, continued (Illustration for Girdling)
Exhibit 11	Bat Flange Illustration
Exhibit 12a-b	BLM Eugene District Tree Register (Provided as a Sample)

EXHIBIT 1**SAMPLE TASK ORDER**

To: _____

From: Bureau of Land Mgmt. (952)
Branch of Procurement Mgmt
P.O. Box 2965
Portland, Oregon 97208

Contract No: _____ Requesting Office: Salem District
Item Number(s): _____ Task Order No: HAD00XXXX
Solicitation No: HAQ02XXXX Task Order Date: 9/01/02
Solicitation Date: X/XX/02 Modification No: _____
Modification Date: _____

ITEM NO.	Survey Area Name	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Wildlife Tree Creation					
2A	Snag Creation by top girdling	200	Trees	\$ _____	\$ _____
2B	Snag Creation by base girdling	300	Trees	\$ _____	\$ _____
2C	Snag Creation by topping with chainsaw	200	Trees	\$ _____	\$ _____
2D	Creation of bat flanges	8	Trees	\$ _____	\$ _____
2E	Trees Felled	100	Trees	\$ _____	\$ _____

ESTIMATED START WORK DATE: July 15, 2002

PERFORMANCE TIME: 62 Days

Project area maps will be provided by Salem District Office

Accounting and Appropriation Data:

Name and Title of Contractor

Name of Ordering Officer

unless price negotiation is required
Contractor's Signature _____ Date _____

Note: Contractor's Signature unnecessary
/s/ Signature _____ Date _____
Ordering Officer's Signature _____ Date _____

FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- QFire tools must be on site;
- QFire extinguisher must be in all vehicles;
- QChainsaws must have a .023-inch mesh screen installed in the exhaust;
- QOnly unmodified saws are to be used in the forest;
- QApproved spark arresters must be on all internal combustion engines;
- QWatchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- QNo smoking is permitted while working or traveling through any operations area in the forest;
- QNo use of explosives is permitted unless approved by the State Forester's representative;
- QPermits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- QPhysically capable and experienced in operating any firefighting equipment on site.
- QOn duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- QFurnished adequate facilities for transportation and communications in order to summon assistance if needed.
- QPatrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

	<u>NUMBER OF PERSONNEL</u>										
	1- 4	5	6	7	8	9	10	11	12	13	14
<u>KIND OF TOOLS</u>	<u>NUMBER OF TOOLS REQUIRED</u>										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- QFor chainsaws - 8 oz. capacity by weight.
- QFor vehicles - UL rating of at least 4 BC.

**WILLAMETTE and SIUSLAW NATIONAL FOREST ONLY
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION**

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round

point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbo charger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION (IFPL)

I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:

- a. power saws, except at loading sites;
- b. cable yarding;
- c. blasting;
- d. welding or cutting of metal.

III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10' above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting Officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and power lines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the

EXHIBIT 7

Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters 1" high. It shall contain a minimum of:

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done.
Blasting

may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.